

RFR DFW-2016-028: Biodiversity Initiative SCOPE OF SERVICES for Access Road Improvements, Woody Debris Removal, Grass Seeding, Skidder Bridge Improvement, and Gate Installation at the Muddy Brook Wildlife Management Area



Summary

The Massachusetts Division of Fisheries & Wildlife (DFW) is soliciting bids to complete important access maintenance work on former skid roads and landing areas to facilitate habitat restoration at the Patrill Hollow section of the Muddy Brook Wildlife Management Area (WMA) in Hardwick, Massachusetts (Figs. 1-3). Treatments to be conducted under this RFR include the following:

- stump grinding and grading on skid roads to facilitate passage of four-wheel drive pickup trucks needed to conduct prescribed burning
- removal of non-merchantable woody debris from areas used as landings and skid roads left behind during recent timber harvesting operations, grading of landing areas, and seeding of landings and skid roads with an annual oat and native little bluestem seed
- replacement of dysfunctional skidder bridge and installation of new or retrofitted bridge at an existing stream crossing to facilitate vehicle access by DFW staff and partners to conduct prescribed fire and other maintenance of the site
- installation of two gates, to be provided by DFW, at the access points to the landings

Contractors may bid on any or all treatments (see Mandatory bid sheets). Contract(s) will be awarded to the lowest responsible and eligible bidder for each treatment described on the mandatory bid sheet. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

DFW reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

Timeline, Permitting, Funding, & Bonding

Timeline

Contractor shall complete all work by or before June 30, 2016, unless otherwise specified in writing by DFW. Natural Heritage and Endangered Species restrictions do apply to certain activities and are described, if applicable, under each Treatment Type.

Permitting

Approved environmental permits for this work have been secured by DFW.

Funding

Fiscal year 2016 funding has been identified for this project.

Bonding

Contractor shall submit bonds from a surety company qualified to do business under the laws of the Commonwealth.

Each bidder shall provide a **bid deposit** in the amount of **5%** of the **total bid price**, to be submitted with the bid.

In addition, the winning bidder(s) shall submit: 1) a payment bond in the amount of 50% of the total contract price within ten days of contract award; and 2) a performance bond in the amount of 10% of the total contract price prior to the start of work.

Treatment Specifications

DFW has estimated treatment size (acres/linear feet) for each treatment type (Figure 1).

Contractors may bid on any or all treatments (see Mandatory Bid Sheet). DFW will evaluate bids relative to available funding and will award contract(s) accordingly. All acreages were calculated in GIS and are approximate. Selected contractors are responsible for treating the entirety of the treatment areas as depicted in the accompanying figures and as marked on the ground regardless of the precise acreages. Bidders are responsible for verifying acreages prior to submitting bids.

TREATMENT 1:

a. Removal of Woody Debris Piles – 6.5 acres; map areas 1 & 4.

Treatment must occur when the ground is dry or frozen and be completed on or before **April 1, 2016**.

Vendor will be responsible for the removal of piles of small and large (sawtimber size tree segments) woody debris on former landing and staging areas. There are a total of 24 piles of varying size. On non-fire adapted sites, mulch from whole tree skidding that accumulates on the landing at the chipper is carried back out into the site by skidders for distribution, but this mulch becomes an impediment to prescribed burning due to its moisture content. Given that prescribed fire will be used at this site in the future, mulch was retained at landing areas for removal. Mulch

at the landing may be put through a tub grinder before being removed from the site, but this is not required.

b. Raking and Removal of Woody Debris from Ground and Skid Roads – 2 acres; map areas 2 & 3.

Treatment must occur when the ground is dry or frozen and be completed by or before **April 1, 2016**.

Vendor will be responsible for removing approximately a 6" layer of coarse woody debris to expose blueberry in the understory (see area 2 on maps). The vendor will remove as much material as possible with minimal disturbance to the soil and the blueberry root stock. A York rake or similar equipment may be proposed for this work.

Additionally, vendor will be responsible for removal of all woody debris larger than 4 inches in diameter from former skid roads depicted as area 3 in figures 1 and 2. Proposed equipment shall be able to remove material with minimal soil disturbance.

TREATMENT 2:

a. Grading of Landing Areas – 4 acres; map area 1.

Treatment must be completed on or before **June 30, 2016**.

Vendor will be responsible for grading all areas of rutting or berms on former landing areas after all woody debris has been removed (as described in Treatment 1 above), and prior to seeding.

Additionally, vendor will be responsible for moving old vehicle parts currently located in the western landing area (map area 1, Southwest portion) to the gate location for the western landing area, to facilitate future removal under a separate contract. Vehicle parts should be left so as not to obstruct or interfere with gate installation.

b. Stump Grinding and Grading of Skid Roads & Vehicle Turn Around - 7,400 linear feet; map areas 5, 6 & 8.

Treatment must be completed on or before **June 30, 2016**.

In area 5, eight stumps (marked with blue paint) will be ground to 6" below the surface of the road. Material that was pushed out by previous skidding activity can be used to fill stump holes as practicable; otherwise, clean material will be brought in from off site. The road will then be graded to have less than a 5% side slope in areas of uneven terrain and water bars will be installed to prevent erosion and allow seed to establish.

In area 6, ten stumps (marked with blue paint) will be ground flush with the road surface.

In area 8, eight stumps (marked with blue paint) will be ground flush with the ground surface.

Treatment 2b must be completed after all woody debris has been removed (as described in Treatment 1 above), and prior to seeding.

c. Seeding of Landing Areas & Skid Roads – 9 acres; map areas 1, 3, 4, 5 & 6.

Treatment must be completed on or before **June 30, 2016**.

Vendor will be responsible for seeding with a mix of annual oat seed and little blue stem seed sourced from New England or New York, and approved by DFW, to stabilize soil in depicted areas. Treatment 2c cannot occur until after stump grinding and grading have been completed.

TREATMENT 3: Replace/Retrofit Dysfunctional Skidder Bridge – 25 feet; map area 8

Treatment must be completed on or before **June 30, 2016**.

Just north of the eastern landing, there is an existing stream crossing that consists of a skidder bridge with rotten timbers and a span that is too short for safe, long-term use. The vendor will either replace or retrofit the existing bridge. Bridge replacement or retrofitting will use solid timbers (hemlock or oak preferably) and shall be subject to approval by DFW. The new bridge shall be of a similar design to the existing bridge. Bridge replacement or retrofitting will be done so that the finished skidder bridge extends ≥ 5 feet beyond the edge of the stream bank on BOTH sides of the stream. The vendor will remove from the site any/all portions of the old bridge that are not used in the replacement/retrofitting process. If the vendor opts to replace the old bridge, as opposed to retrofit the existing bridge, they will be responsible for complete disposal of the old bridge.

TREATMENT 4: Gate Installation – 2 gates & 4 gate posts; map area 9.

Treatment must be completed on or before **June 30, 2016**.

Vendor will be responsible for installing two 16' steel gates, to be provided by DFW, at the access points to the former landing sites. The Contractor shall follow proper Dig-Safe procedures prior to any excavation of materials. The Contractor shall be solely responsible for making all necessary arrangements for performing any necessary work to the satisfaction of the municipal departments and utility companies involved in connection with the discontinuous or interruption of public utilities or services such as gas, electric, water, sewer, telephone, etc., which will be affected by work to be done under this item.

The steel gates will be furnished and loaded onto the contractor's truck/trailer by the Division of Fisheries and Wildlife at the Central Wildlife District office located on 211 Temple Street, West Boylston, MA 01583.

The Contractor shall be responsible for the transportation, off loading and installation of the steel gate. The Contractor shall coordinate this operation with DFW staff, such that, DFW can have staff and equipment available for loading of the gate.

The Contractor shall coordinate the installation of the gates with DFW staff to determine the on-ground location and to ensure that the installation timing does not impede other treatments occurring under this RFR.

See attachments for gate specifications. Lock and key will be provided by DFW.

General Specifications and Timing Requirements

Contracted work **MUST** be completed within fiscal year 2016 (all work completed no later than 6/30/2016) if sufficient funding is available. Prior to any work beginning on any site, Contractors will be required to submit a performance bond in the amount of 10% of the contracted price.

Treatments 1a and 1b must be completed prior to April 1, 2016 to be in compliance with Natural Heritage and Endangered Species Restrictions AND so that work can occur under dry or frozen ground conditions.

All other treatments must be completed no later than June 30, 2016. Grading and seeding of landings and skid roads may only occur after woody debris has been removed.

Careful coordination with DFW staff will be necessary to ensure that treatments are completed in the appropriate sequential order.

General Specifications for all Treatments

1. Operational Requirements

- a. All work shall only occur within applicable time restrictions. The specific timing of the operation shall be arranged between the Contractor and DFW.
- b. The Contractor shall, to the satisfaction of DFW staff, remove or otherwise dispose of all garbage, trash, litter, discarded equipment or parts, temporary bridges, waste materials or other refuse resulting from the operation. Waste materials such as oil, grease, used oil absorbent pads, and similar materials shall be disposed of in accordance with law, and at a minimum, in a manner that will prevent their entry by spills, drainage, high water or other means into any river, watercourse, lake, reservoir or other body of water.
- c. **STORAGE AND HANDLING OF HAZARDOUS MATERIALS:** All petroleum products, industrial chemicals and similar materials shall be stored in accordance with manufacturer's specifications and applicable law, and at a minimum in durable, sealed containers placed so that any accidental spillage shall not drain into any river, watercourse, lake, or reservoir, No hazardous materials, including but not limited to oils, fuels, and hydraulic fluids may be deposited on Commonwealth lands. All

mechanized equipment shall carry oil-absorbent pads at all times, quality subject to the approval of DFW staff, to be used respectively in the event of a fluid spill. In the event that hazardous materials are deposited on Commonwealth lands through accidental spill or otherwise, the Contractor agrees to immediately contain the spill using oil-absorbent pads and to notify DFW staff as soon as possible regarding the type, amount, and location of deposited materials. The Contractor shall be liable for all costs incurred resulting from the cleanup of all spills and leaks, and shall correct the situation to the satisfaction of DFW staff, including but not limited to the removal and appropriate disposal of contaminated soil based on DFW staff determination.

- d. **SAFETY AND HEALTH:** The Contractor shall conduct all operations in connection with this contract in compliance with applicable provisions of Federal, State and Local labor safety, health and sanitation laws, codes, and regulations.
- e. **ENVIRONMENTAL CONTROL:** The Contractor shall comply with all applicable state and federal laws pertaining to water quality in connection with any operations under this contract. The Contractor shall undertake every reasonable precaution not to pollute or obstruct the flow of any stream, lake, or reservoir on or adjacent to the sale area. In the event of such pollution or obstruction, the Contractor shall correct the condition to the satisfaction of DFW staff. The Contractor shall undertake every reasonable measure to minimize erosion and soil damage, including but not limited to the grading of ruts and the construction and maintenance of water bars, and shall install all mitigation measures according to the most recent version of the Massachusetts Forestry Best Management Practices Manual. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- f. **SPECIAL SITUATIONS:** Should a situation exist that would in the opinion of the DFW staff result in unacceptable environmental damage and the Contractor is either unwilling or unable to prevent or immediately repair or remove such damage, or to do so in a timely fashion to the satisfaction of DFW staff after being verbally notified of said situation by DFW staff, the Division may undertake corrective measures and deduct the cost of said measures from the performance bond covering this operation (see General Specification 2 (Contract Requirements) g., below), and may pursue its remedies against the Contractor for any loss, claim, damage or charge that arises due to such damage.
- g. **HISTORICAL/CULTURAL RESOURCES:** DFW seeks to conserve historical and cultural resources during habitat management operations, including but not limited to stone walls, cellar holes, foundations, and wells associated with abandoned farm sites, as well as historical and cultural resources that may occur within the soil. Contractor shall avoid or otherwise mitigate these resources during the harvesting operation to the satisfaction of DFW staff. Only existing barways (openings) in stone walls may be used to transport wood products by forwarder or skidder, unless DFW staff specifically identifies a new opening to be created. If DFW staff identifies a site as having archaeological sensitivity, Contractor shall avoid rutting, scarifying, and other soil disruption to the site by operating only under dry, frozen, or otherwise stable conditions.

2. Contract Requirements

- a. Projects included in this RFR are subject to Massachusetts prevailing wage rates. Prevailing wage rate schedules are included in this RFR and should be taken into account when submitting the bid.
- b. The Contractor shall provide as surety a payment bond **in the amount of 50% of the contract price within 10 days of contract award.** The payment bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.
- c. The Contractor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for. A separate contract and Notice to Proceed will be issued for each fiscal year in which work will occur.
- d. All equipment operators are required to meet with a DFW representative to walk the entire project site prior to beginning work.
- e. Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW within 48 hours of the incident.
- f. Remobilization costs will be paid if poor weather and/or ground conditions require shut down of the operation for ≥ 3 business days and the machinery has been taken off-site. The Contractor must obtain DFW approval that operation shut down is required. If weather and/or ground conditions improve within 3 business days to allow completion of the project, DFW will not pay remobilization costs.
- g. The winning bidder(s) will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site. Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- h. The Contractor shall provide a valid certificate of insurance prior to beginning work. The Contractor indemnifies the Commonwealth from and against any liability for claims arising from the Contractors activities under the contract. The Contractor shall provide a certificate indicating a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of at least \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Contractor. Contractor shall provide Certificates of Insurance for all sub-Contractors evidencing the same coverage required of the Contractor or equivalent proof of self-insurance.
- i. The Contractor shall provide as surety a performance bond **in the amount of 10% of the contract price prior to beginning work** at each site. The performance bond

must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.

- j. Contractors shall submit all certified payroll sheets for all employees employed at the work site with their request for payment for work completed.
- k. All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- l. If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

(1) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(2) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

- m. Any additional project costs or contract changes must be approved by the Division's Chief Financial Officer in writing.

Bidders' Conference:

It is mandatory for all vendors to attend a bidders' conference prior to submitting a bid. A bidder's conference is scheduled at the site at **9:30am, Wednesday, Dec. 30, 2015 (see Appendix I for Directions)**. Vendors who cannot attend the scheduled Bidder's Conference may request an alternative conference date/time to be held prior to the bid due date, but **MUST schedule the alternative conference PRIOR TO the scheduled Bidder's Conference at 9:30am, Wednesday, Dec. 30, 2015** so that all prospective bidders can be announced at the scheduled conference. Bids will not be accepted from vendors who do not attend a bidder's conference.

Please contact Rebecca DiGirolomo at 315-751-9249 prior to the scheduled Bidders' Conference if an alternate conference is needed.

Bid Due Date:

Sealed Bids must be received, in writing, no later than 2:00 pm on Thursday, January 7, 2016, at which time they will be publicly opened and read.

INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

- 1) All vendors must attend the scheduled bidder's conference or a alternative conference to be eligible to bid.
- 2) Two complete paper copies of your response must be received, in writing, no later than **2:00 pm on Thursday, January 7, 2016** at which time bids will be publicly opened and read.

Submit responses to:
Division of Fisheries and Wildlife
Attn: Lori Cookman
1Rabbit Hill Rd
Westborough, MA 01581

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: Bid Documents Enclosed, DFW-2016-028: Access Maintenance at Muddy Brook WMA.

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet
- 2) Affidavit: Proposal for RFR DFW-2016-028: Access Maintenance at Muddy Brook Wildlife Management Area
One copy must be notarized original.
- 3) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 4) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

Submit questions to: rebecca.digirolomo@state.ma.us

The winning Contractor(s) will be required to submit the following items upon award:

- 1) MA Construction Contract Form to be provided by awarding authority
- 2) Commonwealth Terms and Conditions filled out and signed by the respondent
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)
- 4) Contractor Authorized Signatory Listing, completed and signed by the Contractor.
- 5) Proof of liability insurance coverage
- 6) Electronic Funds Transfer form
- 7) Within 10 days after presentation thereof by the awarding authority, furnish a **labor and materials or payment bond** from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of 50% of the contract price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)].
- 9) A **performance bond** in the amount of 10% of the contract price in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. Performance bond shall be submitted prior to beginning work at the site.
- 10) Revenue Enforcement and Protection Certification (REAP)
- 11) Certificate of Compliance with MA Employment Security Law

MANDATORY BID SHEETS: DFW-2016-028

Contractors may bid on any or all treatments. Contracts will be awarded to the lowest responsible and eligible bidder for each treatment.

Treatments 1a & b – Woody debris removal from landings, skid roads and other staging areas (must be completed prior to April 1, 2016)

1. Woody debris removal (8.5 acres): \$ _____
2. Equipment cleaning: \$ _____
3. Additional Costs* \$ _____
4. **Total Cost (add items 1-3, above)** **\$**
5. Logistics: List the **equipment and methods** proposed to complete this work:

Treatments 2a, 2b, & 2c – Skid road grading, stump grinding, removal of old vehicle parts to gate area, and seeding (must be completed in coordination with or after woody debris removal) in areas 1, 3, 4, 5, 6 and 8

1. Grading,moving vehicle parts(4.0 acres, 1919 Lineal ft.) \$ _____
2. Stump grinding (26 stumps) \$ _____
3. Seeding (9 acres including 9,175 lineal ft. of former skid roads):\$ _____
4. Cost of off site fill for stump holes \$ _____
5. Equipment cleaning: \$ _____
6. Additional Costs* \$ _____
7. **Total Costs (add items 1-6, above)** **\$**
8. Logistics: List the **equipment and methods** proposed to complete this work:

MANDATORY BID SHEETS: DFW-2016-028

Treatment 3 – Replacement/retrofit of skidder bridge.

- | | |
|---|--|
| 1. New or retrofit bridge materials & assembly | \$ _____ |
| 2. Installation | \$ _____ |
| 3. Cost to remove & dispose of old bridge | \$ _____ |
| 4. Equipment cleaning: | \$ _____ |
| 5. Additional Costs* | \$ _____ |
| 6. Total Costs (add items 1-5, above) | \$ |
| 7. Logistics: List the equipment and methods proposed to complete this work: | |

Treatment 4– Gate Installation.

- | | |
|---|--|
| 1. Cost to transport two gates | \$ _____ |
| 2. Installation of two gates | \$ _____ |
| 3. Equipment cleaning: | \$ _____ |
| 4. Additional Costs* | \$ _____ |
| 5. Total Costs (add items 1-4, above) | \$ |
| 6. Logistics: List the equipment and methods proposed to complete this work: | |

***Please give a detailed description on a separate sheet of any additional costs associated with this project site that are not included in the Project Costs above, including site access improvements. DFW will only pay additional authorized costs specified in your response to this scope of services.**

MANDATORY BID SHEETS: DFW-2016-028

Bid Deposit Calculation: Add the **Total Cost** for all Treatments (1-4) you are bidding on to obtain the **Total Bid Price** (for treatments with multiple options, use the option on which you bid the highest to calculate **Total Bid Price**). Multiply the **Total Bid Price** by 0.05 (5%) to calculate the **Bid Deposit Amount**.

- 1) **Total Bid Price:** \$_____
- (add up each total cost from the highlighted boxes for Treatments 1-4)
- 2) **5% Bid Deposit Amount:** \$_____

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder's Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

AFFIDAVIT

State of _____

Date _____ 20____

County of _____

The undersigned being duly sworn, deposes and says that he is the

Sole owner; partner; president; treasurer or
other duly authorized official of a corporation

of _____, for work in

City/Town

Location

on _____
Date bids were open

and certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature and title of person making affidavit

Sworn to before me this

_____ day of _____ 20____.

Notary Public

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

held on _____ at which all the Directors were present or
(Date)

waived notice, it was VOTED, that _____,
(Name)

_____, of this company and he hereby is
(Officer)

authorized to execute contracts and bonds in the name and behalf of said company,
and affix its corporate seal thereto; and such execution of any contract or obligation
on this company's name on its behalf by such _____
(Officer)

under seal of the company, shall be valid and binding upon this company.

A true copy,

ATTEST: _____

Place of business:

Date of the Contract: _____

I hereby certify that I am the clerk of the _____

that _____ is duly elected _____

of said company, and that the above vote has not been amended or rescinded

and remains in full force and effect as of the date of this contract.

_____ Corporate Seal

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Fig. 1 Aerial Map

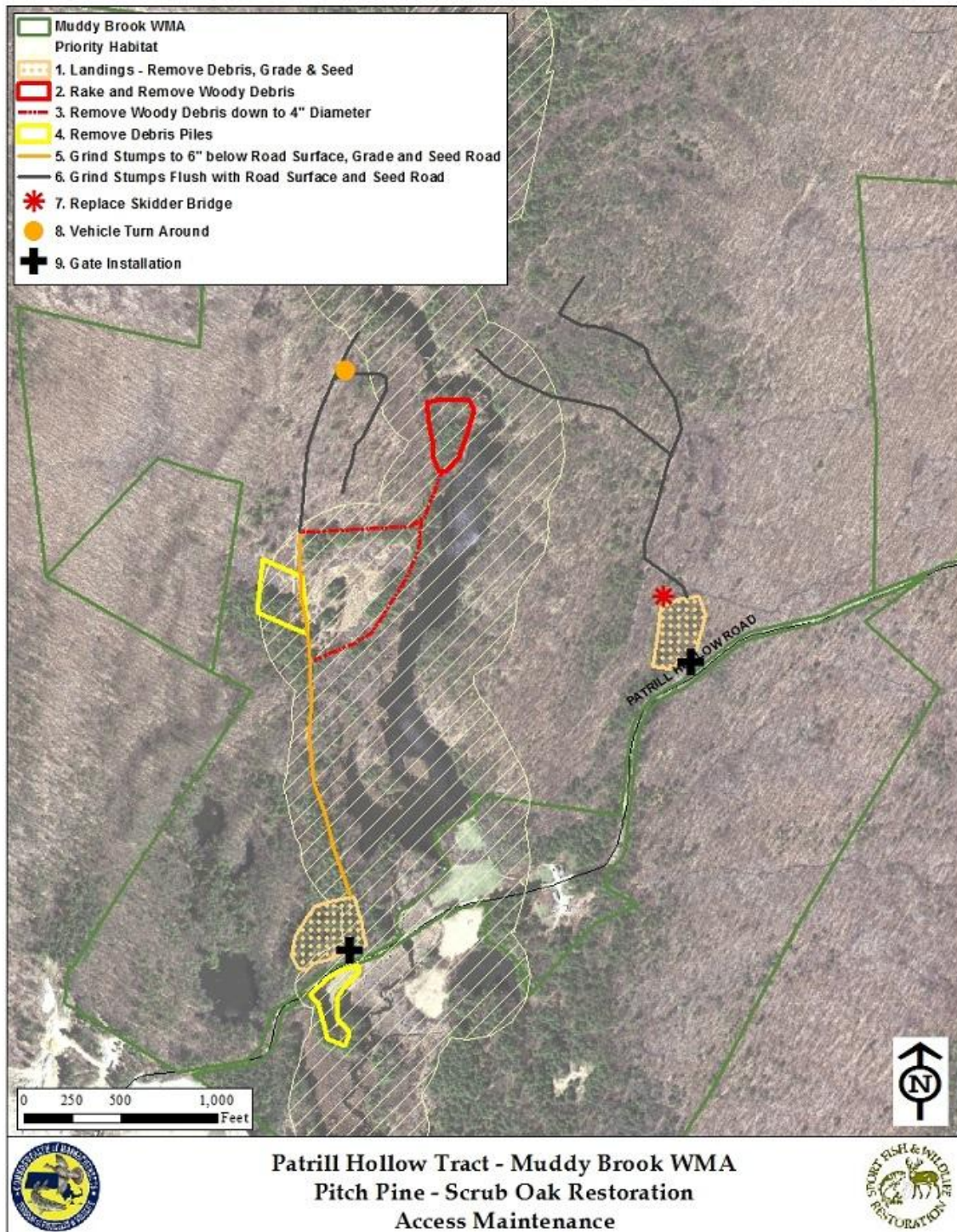


Fig. 2 Topo Map

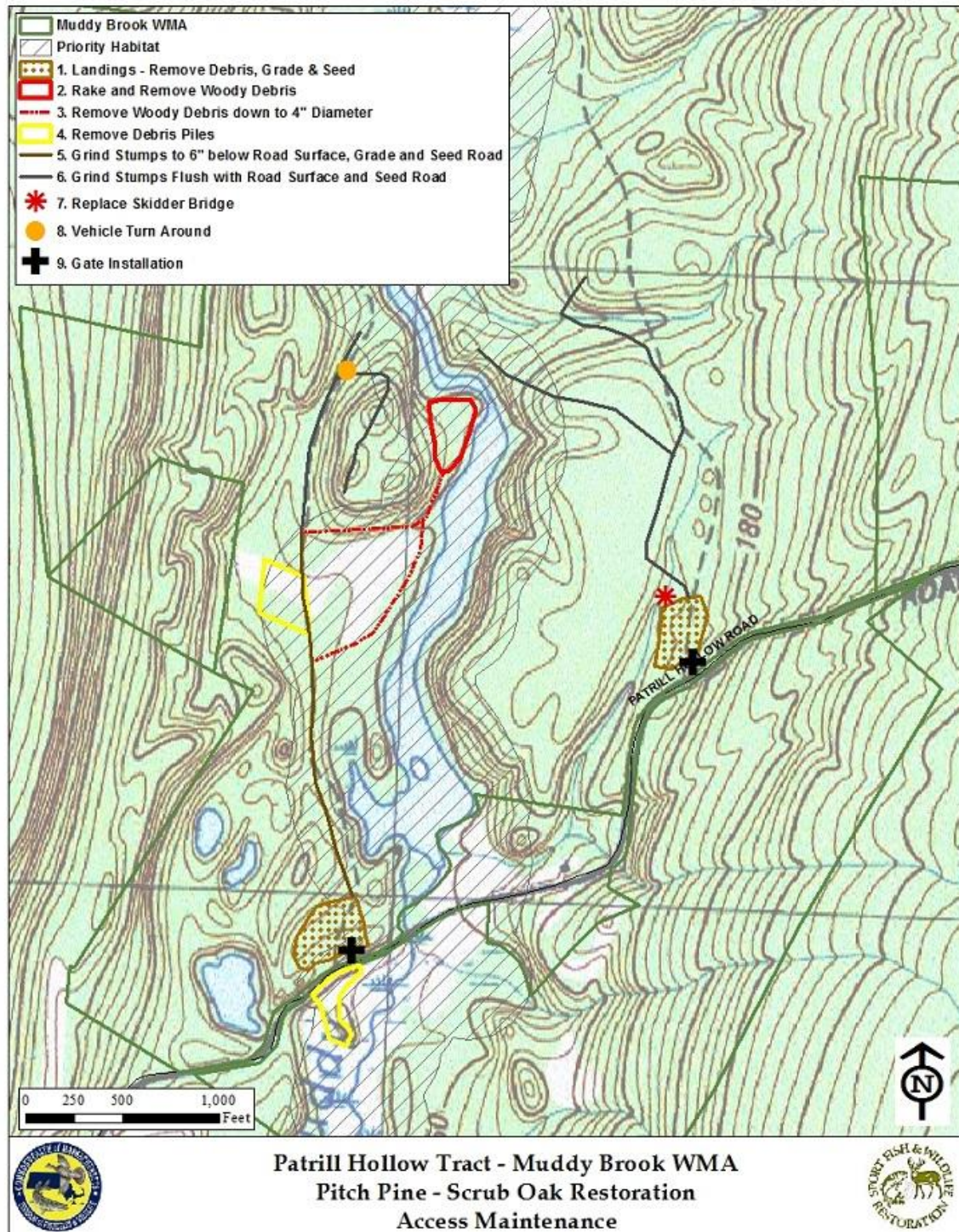
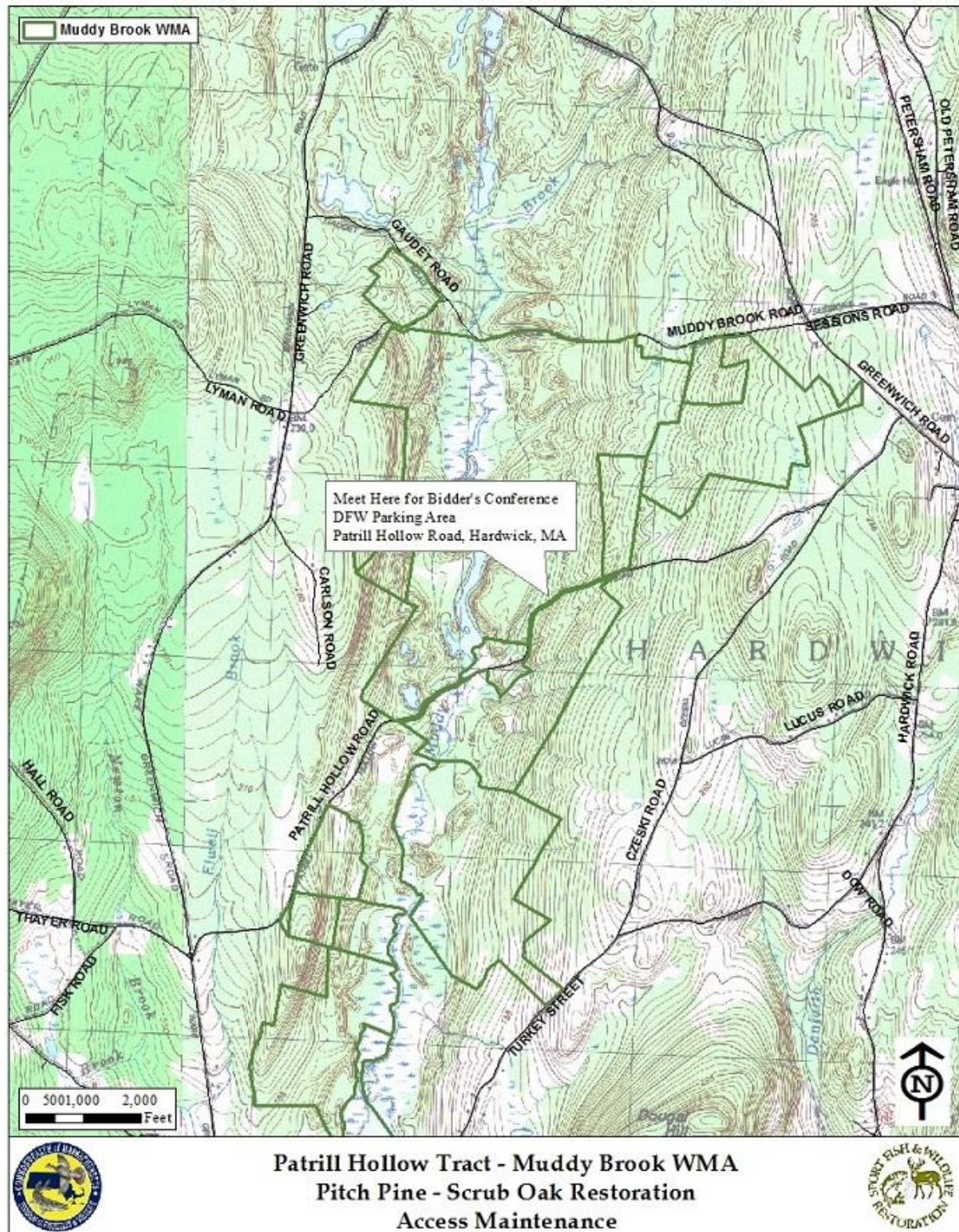


Fig. 3 Locus Map



Appendix I: Directions:

Muddy Brook WMA, Hardwick

From the 32A in Hardwick Center:

Proceed west on Greenwich Road at the top of the hill turn left on Patrill Hollow Road. Stay right at the fork with Czesky Road to stay on Patrill Hollow Road. The DFW parking area will be on the right at the bottom of the hill.

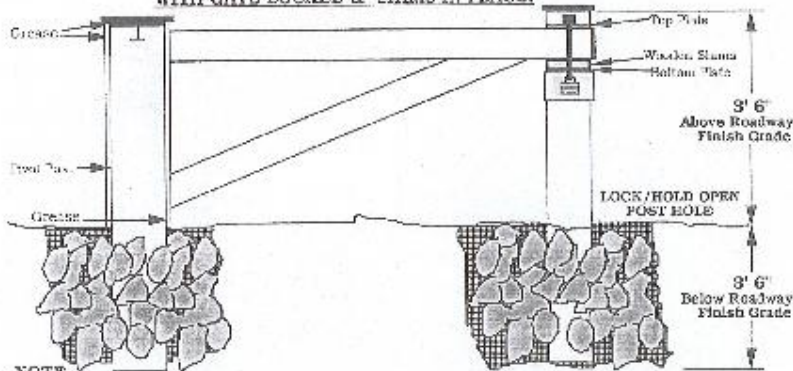
From Ware Center:

Proceed North on Greenwich Road. Take a right onto Patrill Hollow Road. Pass the landfill and the first DFW parking area. Cross Muddy Brook and continue less than a mile to the DFW parking area on the left side of the road.

Gate Specifications.

INSTALLING GATE & LOCK/HOLD OPEN POSTS

1. APPLY GREASE TO PIVOT POST AS SHOWN ON PAGE 1.
2. CAREFULLY LOWER GATE ONTO PIVOT POST
3. SWING GATE CLOSED TO EVENTUAL LOCKED POSITION
4. DIG HOLE FOR LOCK/HOLD OPEN POST
3'6" BELOW ROADWAY FINISH GRADE 24" - 36" in diameter
5. POSITION THE LOCK/HOLD OPEN POST IN HOLE
As horizontal gate pipe closes into top of space between lock plates on Lock/Hold Open Post.
(Also install & lock padlock)
6. INSTALL WOODEN SHIMS INTO LOCK/HOLD OPEN POST
With gate closed & locked, fit wooden shims snugly into remaining space on top of lock plate & underneath horizontal gate pipe, (see diagram)
7. THIS WILL KEEP LOCK/HOLD OPEN POST IN PROPER POSITION
WHILE CONCRETE IS HARDENING
8. FILL HOLE WITH CONCRETE
9. ALLOW MINIMUM OF 4 DAYS HARDENING TIME.
WITH GATE LOCKED & SHIMS IN PLACE!



NOTE

For maximum safety & visibility, gates & posts to be brush painted with Federal Safety red, yellow or orange paint after installation & highly reflective tape strips approx. 3" wide x 12" long. (Such as 3M Scotch-lite), to be applied to both sides of all gate & post pipes at regular intervals.

For maximum safety, A HOLD OPEN POST SHOULD BE INSTALLED AT EACH GATE INSTALLATION, & GATE BE LOCKED INTO HOLD OPEN POST WHENEVER GATE IS IN OPEN POSITION: **GATES SHOULD NEVER BE ALLOWED TO SWING FREELY WHEN OPEN!**

A highly reflective contrasting bright color using either Federal Safety Red, Yellow or Orange paint or 3M Scotchlite highly reflective Red, Yellow or Orange tape, be applied to the end of the horizontal gate pipe. KEY TO UNLOCK GATE SHOULD BE GIVEN TO POLICE, FIRE, & OTHER NECESSARY PERSONNEL! LOCKS SHOULD BE CHECKED REGULARLY FOR PROPER OPERATION & LUBRICATED WITH WD-40

PIVOT POST INSTALLATION PROCEDURE, (3' 6" ABOVE ROADWAY FINISH GRADE)

1. DIG HOLE

48" BELOW ROADWAY FINISH GRADE, 24" - 36" Diameter

(Larger diameter if ground is soft or was recently filled)

2. CEMENT PIVOT POST INTO HOLE

(3' 6" ABOVE ROADWAY FINISH GRADE), steel ears into hole using a minimum of 1 cu. yard of 1000 lb. concrete (& several large stones if available)

(* Note: hole must be dry to allow concrete to harden properly.)

****Also, FILL PIVOT POST WITH CONCRETE, RIGHT UP TO THE TOP OF THE POST!**

3. INSTALL PIVOT DISK ASSEMBLY

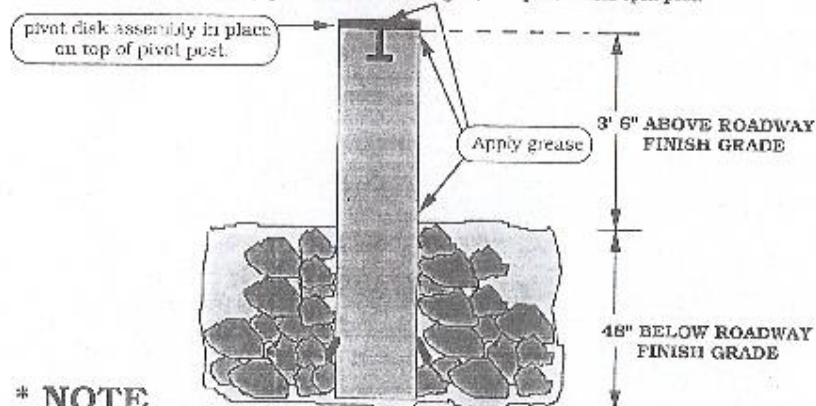
Gently place pivot disk assembly onto top of pivot post, gently working bottom of pivot disk assembly down into concrete (see diagram).

4. APPLY LITHIUM BASED GREASE

to: Entire top of pivot post & Bottom also (just above ground), all the way around

NOTE - ALLOW MINIMUM OF 4 DAYS HARDENING TIME

* See page 2 for installation of gate, lock post, & hold open post.



*** NOTE**

For maximum safety & visibility, gates and posts to be brush painted with Federal Safety red, yellow or orange. Prior after installation & Highly reflective tape strips approx. 3" wide x 12" long. (Such as 3M Scotchlite), be applied to both sides of all gate & post pipes at regular intervals.

For maximum safety, A HOLD/OPEN POST SHOULD BE INSTALLED AT EACH INSTALLATION, & GATE BE LOCKED INTO HOLD OPEN POST WHENEVER GATE IS IN OPEN POSITION! [GATES SHOULD NEVER BE ALLOWED TO SWING FREELY WHEN OPEN]

A highly reflective contrasting bright color, using either Federal Safety Red, Yellow or Orange paint or 3M Scotchlite highly reflective red, yellow or orange tape be applied to the end of the horizontal gate pipe. KEY TO UNLOCK GATE SHOULD BE GIVEN TO POLICE, FIRE, & OTHER NECESSARY PERSONNEL. LOCKS SHOULD BE CHECKED REGULARLY FOR PROPER OPERATION & LUBRICATED WITH WD-40